

**SECOND AMENDMENT TO MARITAL SETTLEMENT
AGREEMENT**

This Second Amendment to Marital Settlement Agreement ("Amendment") is entered into this 30th day of June 2023, by and between CRAIG B. DEIMLER, of 2772 Monticello Lane Harrisburg, Dauphin County, Pennsylvania 17112 (hereinafter referred to as "Husband"),

AND

MELISSA I. DEIMLER, of 3205 Elmwood Drive, Harrisburg, Dauphin County, Pennsylvania 17110 (hereinafter referred to as "Wife"):

WITNESSETH:

WHEREAS, Husband and Wife entered into a Marital Settlement Agreement ("Agreement") effective December 19, 2012, pursuant to which Husband agreed to transfer the marital residence located 3205 Elmwood Drive, Harrisburg, Pennsylvania upon Wife's refinance of the same into her name alone; and

WHEREAS, Husband and Wife Amended agreement on December 30, 2018 now wish to modify the terms of the Agreement in the manner set forth in this Amendment to the Agreement.

NOW THEREFORE, in consideration of this Second Amendment and First Amendment to Marital Settlement Agreement, and of the mutual promises, covenants and undertakings set forth herein, and incorporating the above-set-forth recitals herein by reference, Husband and Wife, each intending to be legally bound hereby, covenant and agree as follows:

1. Section 5.5 of the Agreement is hereby modified as follows:
 - a. Husband has terminated the lease agreement to allow for the sale of the real property located at 3205 Elmwood Drive Harrisburg, Pennsylvania, 17110 on July 1, 2023
 - b. Husband will pay the Wife an early lease termination amount of \$15,000.00.
 - c. Husband will buy out the remaining portion of the

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lease in the amount of \$1,500/month for a total of 18 months (total of \$27,000.00)

- d. Husband will reimburse wife for the amount of the appliances purchased by wife and left on the premises for the sale of the property, including but not limited to washer, dryer, chest deep freeze, dehumidifier, refrigerator, dishwasher, stove and microwave for the agreed upon amount of \$6,000.00.
2. The parties acknowledge that the husband has already paid wife the sum of \$4,150.00 for rents and security deposit on wife's new residence. The husband and wife also acknowledge and agree that the remainder of the monies agreed upon from the second amended agreement, the amount of forty-three thousand eight hundred fifty dollars (\$43,850.00), are to be paid from the proceeds of the sale of the home at settlement in October of 2023.
 - a. This agreement incumbers the real property located at 3205 Elmwood Drive Harrisburg Pennsylvania 17110 and must be paid out at settlement of said property prior to the disbursement of funds to other creditors after the primary and secondary mortgage holder has been satisfied
 - b. Husband will assume the cost of all utilities in August 2023

IN WITNESS WHEREOF, and intending to be legal bound hereby, the parties hereto, either individually or by their duly authorized representative(s), have executed this Amendment the day and year first above written.

WITNESS:

 6/30/2023
Craig B. Deimler

WITNESS:

 6/30/2023
Melissa I. Deimler

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